

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Tourism Plan Development Contract – E-5 Solutions, Inc.

REQUESTED ACTION: Schedule Public Hearing

☐ Work Session (Report Only)

DATE OF MEETING: 9/28/10

☒ Regular Meeting

☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: E-5 Solutions

1

Effective Date: _____

Termination Date: 3/31/2011

Managing Division / Dept: _____

Support Services/County Administration

BUDGET IMPACT: \$28,000.00

☐ Annual

FUNDING SOURCE:

Tourist Development Tax

☐ Capital

EXPENDITURE ACCOUNT:

Other Contractual Services

☒ N/A

HISTORY/FACTS/ISSUES:

The Sumter County Board of County Commissioners (BOCC) has continued to understand the methodology and general verbal plan of the Tourist Development Council (TDC). This has been a struggle since the TDC and BOCC have no plan to reference for the use of the tourist development tax funds. Proposals were received by the TDC and a recommendation to award the contract to develop the tourism plan to E-5 Solutions, Inc.

Following the award, the County Administrator was directed to negotiate a contract to which the Executive Director of the Chamber of Commerce was enlisted to participate in the same. Following the negotiations it was noted that there was a need for more deliverables and therefore more cost would be incurred. This was presented to the TDC and supported by them.

Attached is the contract which is the accumulation of the negotiations and bears both the staff and TDC recommendation for approval.

APPROVED

Sept 28, 2010

Panasoffkee, which has existing T-Ball fields (Bushnell does not) and the improvements made to the park, using TDC funding, will be permanent and can be used to attract additional tournaments and activities to the field.

Chamber Review Committee ranks this event as a "3" -- a tourism event of Average Impact and recommends funding of \$15,030.21 with the stipulation that the Bushnell Dixie Youth check on the cost of installation of items since this cost is not included in their estimates and can be cost prohibitive.

Additional Information- The Bushnell Dixie Youth received a grant of \$ 8503.05 during 2009. They used the money conservatively and returned 1002.91 to the fund for use by other organizations. They also submitted an impact statement showing that their earlier event generated approximately 300 total overnight stays in Sumter County. According to Bushnell Public Works, the local restaurants had more refuse during the week of the tournament which seems to indicate that they had more business.

~~A motion was made to fund the event at \$19,000.00 to assist in covering the cost of installation for the items requested.~~

Motion: Dan McCormie

Second: Warren Maddox

Approved: Unanimously

Tourism Planning Contract Review: Discussion related to contract negotiations with Rick Dodge/B5 Solutions. The Chamber reports an outline of items to be included in the tourism plan with a cost increase from the proposed \$19,000.00 to \$28,000.00 for increased deliverables.

Increased deliverables to include:

- Focus Groups which will increase awareness of tourism efforts including engagement of Sumter County Stakeholders (restaurants, attractions and accommodations)
- Inclusion of a Marketing Strategy which will include a profile of the Sumter County Visitor including demographics
- A written survey instrument
- Identification of a minimum of three outreach projects that can be used with a good chance of success.

The Chamber requests that the following items be included:

- B5 Solutions is responsible for the performance of the contract
- B5 Solutions is responsible for the creation and design of at least one signature event for the County as a part of the planning process.

This information was returned to the TDC due to significant cost increase associated with deliverables prior to forwarding to the BOCC.

Rick Dodge, Executive Director of B5 Solutions and Bradley Arnold, Sumter County Administration attended this TDC meeting in order to provide a detailed explanation of the costs associated with increased contract and to answer questions. Lee Ann Carr stressed the importance of moving forward with Tourism Planning in order to develop a plan that would position Sumter County to use their tourism dollar more effectively.

Motion to approve a negotiated contract, not to exceed \$28,000.00

Motion: Warren Maddox

Second: Bob Hunt

Approved: 5:1 with Commissioner Gilpin dissenting

Grant Submission Policies discussed and the following Policies approved by the TDC
Grant Submission Policies

- TDC Meeting Dates Scheduled for 2011-
- Additional dates may be scheduled, based upon committee designation

Contract clarifications:

WHAT
WAS THE
FEEDBACK?

CONNECTED
2a REMOVED
3c LIMITED

PAYMENT WILL
BE MADE
TO THE
END PRODUCT

1. The proposed contract list additional insurance and surety requirements which appear to be different than those same items we have previously agreed to in a separate contract for economic development. We have submitted these new requirements to our insurance underwriter to determine whether or not there is any additional cost to meet these requirements. We have, from the beginning, indicated our proposal did not include additional expenditures in the insurance area since we had already met the boilerplate requirements in an existing contract. If our insurance underwriter can provide these requirements without any additional cost, it will not be an issue. We expect to have a final determination from the insurance underwriter by Friday of this week.
2. The list of deliverables in the proposed contract has some variation from the list of deliverables we negotiated with Lee Ann Carr and submitted to you. Item 2 -a and Item 3-c appear to be repetitive. We suggest striking Item 3-c since by definition the visitor profile would include demographic information. Item 3-d in the proposed contract "design at least one Sumter County signature event" is not included in our proposal (I've attached a copy of our negotiated proposal for your comparison) ~~REMOVED~~
3. The proposed contract confirms our negotiated price of \$28,000 but offers that to pay upon completion of all elements of the contract. We propose that \$10,000 (of the \$28,000 fee) be paid upon approval/execution of the contract by the Board of County Commissioners with the balance of \$18,000 paid upon completion of the contract requirements. The contract term would be for 150 days from the date of approval by the Sumter County Board of County Commissioners.
4. The proposed contract in Item 5-c includes "the first-year proposed budget" while our proposal from section e Report and Recommendations: offers to "make general recommendations for first-year proposed budget". ~~MODIFIED~~

Tourism planning process:

Phase 1:

a. Analyze County visitors/tourism programs, assets and resources

1. Review financial information provided by TDC including estimates of annual revenue and projected expenses
2. Conduct brainstorming session with members of the TDC Board and Sumter Chamber of Commerce staff
3. Conduct three focus groups: participants will be selected/invited by the TDC/E5 solutions and will include community leaders, stakeholders, lodging operators and representatives of local attraction
4. Perform outreach written survey of all tourists affiliated businesses identified in the TDC database
5. Conduct individual interviews of members of The Sumter County Commission.

Completion time for this work is 90 days from contract approval

b. Analyze competing and complementary regional visitor attractions

1. Production of Sumter County visitor profile
2. Presentation of current economic/visitor climate
3. Analysis of current travel/tourism trends in Florida
4. Collection and analysis of competitive marketplace
5. Collection and analysis of Sumter County tourist attractions/accommodations

Completion time for this work is 120 days from contract approval

c. Marketing strategies

1. Analysis of strategic market positioning of Sumter County to maximize tourism growth,
2. Preliminary identification of mediums (print, radio, television, billboards, Internet) and program methods (piggybacking, friends and or family referrals and special event) to attract identified visitor groups

d. Identify and evaluate potential new visitor programs

Based on the completion of steps A, B and C, we will present strategic alternatives to the TDC board and present a minimum of three new tourism outreach programs and appropriate budget requirements.

Completion time for this work is 30 days (occurring after sections A, B and C are complete)

e. Report and Recommendations

The final written report and recommendations will be a distillation of the information and ideas identified during steps A, B, C and D. It will provide an executive summary and present a strategy to increase tourism visits and bed nights sold in Sumter County. It will include an analysis of the current financial resources and make general recommendations for a first year proposed budget. Completion time for this work is 30 days (beginning at day 120 and completing on day 150)

TOURISM PLAN DEVELOPMENT AGREEMENT

THIS AGREEMENT (Contract") is made this 28th day of September 2010, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and E5 Solutions, Inc., a Florida For Profit corporation (hereafter referred to as "Consultant", whose address is 3984 Grove Park Drive, Tallahassee, Florida 32311.

WHEREAS, County received a recommendation from the Tourism Development Council to enter into an agreement Consultant for the development of a tourism plan for Sumter County; and

WHEREAS, the adoption of a valid and targets specific tourism plan will provide the basis for future recommendations from the Tourism Development Council to County for the best return on investment of the use of the tourism tax funds collected by the statutorily required participants; and

WHEREAS, Consultant is capable of providing all services as called for in this contract; and

WHEREAS, this Contract supersedes any and all prior presentations made by the Consultant regarding tourism planning; and

WHEREAS, the terms and conditions described herein shall prevail;

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with Consultant to provide goods and/or services consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. **Commencement and Completion.** The services outlined in Exhibit "A" must be commenced on October 1, 2010 with a completion date no later than March 31, 2011.
4. **Contract Sum.** The Consultant shall be paid twenty-eight thousand dollars (\$28,000.00) (the "Contract Sum") upon completion of the services contemplated by the Scope of Work attached hereto as Exhibit "A". Any increase or decrease in the Scope of Work within Exhibit "A" must result in a proportionate increase or decrease in the Contract Sum, which must be agreed to by the parties and set forth in writing. There shall be no increases in the Contract Sum without the written approval of County.
5. All goods and/or services provided by Consultant shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.

6. Consultant agrees to secure and maintain any and all proper and applicable County, Municipal and State licensing and permits and abide by all applicable Federal, State and Local Regulations.
7. Consultant must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by Consultant under this contract.
8. **Financial Rating of Insurance Companies** All insurance companies must have financial rating of A- or higher by A.M. Best.
9. **Commercial General Liability** Consultant shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
10. **Business Automobile Liability** Consultant shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Contractor does not own automobiles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
11. **Worker's Compensation Insurance & Employers Liability** Consultant shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
12. **Certificate(s) of Insurance** shall:
 1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
 2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.

3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Risk Management Department
Attn: Lita Hart
910 N. Main St. Suite 217
Bushnell, FL 33513

13. **Indemnification** Consultant shall indemnify, defend and hold harmless County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Independent contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Independent Contractor.
14. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** Consultant be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to County, Consultant shall, when requested by County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.
15. **Waiver of Subrogation** Consultant shall provide a Waiver of Subrogation in favor of County, Consultant, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Independent Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Independent Contractor enter into such an agreement on a pre-loss basis.
16. **Right to Revise or Reject** County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, County reserves the right, but not the obligation, to review and reject any

insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide Consultant written notice of such revision or rejections.

17. **No Representation of Coverage Adequacy** The coverage, limits or endorsements required herein protect the primary interests of County, and these coverage, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the Project or otherwise.

18. **Certificate(s) of Insurance** Consultant shall provide County with Certificate(s) of Insurance clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event County is notified that a required insurance coverage will cancel or expire during the period of this Contract, Consultant agrees to furnish County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by County, Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

19. County shall have the right, but not the obligation, of prohibiting the Independent Contractor from entering the Project site until a new Certificate of Insurance is provided to County evidencing the replacement coverage. Consultant agrees County reserves the right to withhold payment to Consultant until evidence of reinstated or replacement coverage is provided to County. If Consultant fails to maintain the insurance as set forth herein, Consultant agrees County shall have the right, but not the obligation, to purchase replacement insurance, which Consultant agrees to reimburse any premiums or expenses incurred by County.

20. **Governing Law**. All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

21. **General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Consultant agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Consultant agrees this Contract is consummated and entered into in Sumter County, Florida.
22. **Severability.** Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.
23. **Attorneys' Fees.** If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action.
24. Consultant does hereby specifically promise and agree to defend, indemnify and "hold harmless" County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the goods and/or services to be provided hereunder.
25. Consultant shall not be construed to be the agent, servant or employee of County or of any elected or appointed official thereof, for any purpose whatsoever, and further Consultant shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.
26. The Contract shall be binding upon the parties hereto, their successors and assigns.
27. This Contract shall not be assigned by Consultant without the express written consent of the Board of County Commissioners of Sumter County.
28. **Independent Contractor.** It is understood that E5 Solutions, Inc. (Consultant), including any of its employees or agents, is an independent

contractor and not an agent or employee of the County for any purpose including, but not limited to, federal tax and other state and federal law purposes. Consultant assumes responsibility for payment of all federal, state and local taxes imposed or required of the Independent Contractor under unemployment insurance, Social Security and income tax laws. Independent Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:

- (a) Pay dues, licenses or membership fees for Independent Contractor;
- (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or
- (c) Restrict or prevent Consultant from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

County does not have the right or power to enter into any contract or commitment on behalf of Consultant, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by Consultant, or executing documents on Consultant's behalf.

29. **Citizenship.** Consultant shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Consultant shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Consultant. County reserves the right to audit Consultant's employee records without cause or notice to verify that all employees of Consultant are licensed or legally permitted to work in the United States of America and are not Illegal Aliens. Should Consultant or County discover that Consultant is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Consultant and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Consultant to prevent the employment of Illegal Aliens, and County's right to audit Consultant's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Consultant's employees.

30. This Contract was executed the day and year first above written.


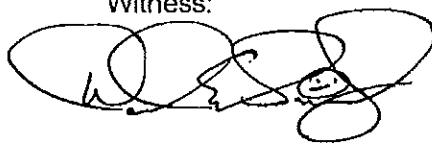


Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Witness:

By: Doug Gilpin


Witness:


Title: Chairman

E5 Solutions, Inc.


By: Rick Dodge

Title: President

Attachment "A"

1. Analyze County visitors/tourism programs, assets, and resources
 - a. Review financial information provided by County regarding tourist development tax including estimates of annual revenue and projected expenses
 - b. Conduct brainstorming session with members of the Tourism Development Council (TDC) and County staff
 - c. Conduct three focus groups which will increase awareness of tourism efforts including the engagement of Sumter County stakeholders (restaurants, TDC, community leaders, lodging operators, and representatives of local attractions)
 - d. Perform outreach written survey of all tourist affiliated businesses identified by County and the TDC
 - e. Conduct individual interviews with members of the TDC
2. Analyze competing and complementary regional visitor attractions
 - a. Presentation of current economic/visitor climate
 - b. Analysis of current travel/tourism trends in Florida
 - c. Collection and analysis of competitive marketplace
 - d. Collection and analysis of Sumter County tourist attractions/accommodations
3. Marketing Strategies
 - a. Analysis of strategic market positioning of Sumter County to maximize tourism growth
 - b. Preliminary identification of mediums (print, radio, television, billboards, internet) and program methods (piggybacking, friends and/or family referrals and special events) to attract identified visitor groups
 - c. Develop a profile of the Sumter County visitor including demographics
4. Identify and evaluate potential new visitor program
 - a. Synthesize the work activities of Items 1 – 3 above into a written presentation of strategic alternatives to the TDC with a minimum of three new tourism outreach programs meeting the tourist development tax budget requirements
 - b. Develop a written tourism visitor survey instrument
5. Report and Recommendations
 - a. Provide a final written report and recommendations following the distillation of the items 1-4 above
 - b. Provide an executive summary as part of the final written report and recommendations
 - c. The final Tourism Plan shall present a strategy to increase tourism visits and bed nights sold in Sumter County including recommendations for the the first year proposed budget to begin the implementation of the Tourism Plan.